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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 22nd January 2015

No. 762—IR (ID)-15/2013-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 19th August 2014 in Industrial Dispute Case No. 30 of 2013 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of Employer, M/s Capital Steel Pvt. Ltd., Patrapada, Bhubaneswar and its Workman Shri Sarbeswar Mahakuda was referred to for adjudication is hereby published as in the Schedule below :—

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 30 OF 2013

Dated the 19th August 2014

Present :

Shri Saroj Kumar Sahoo, O.S.J.S. (Jr. Branch)
Presiding Officer, Labour Court, Bhubaneswar.

Between :

Shri Maguni Ch. Sahoo,
Employer, M/s Capital Steel Pvt. Ltd.,
Patrapada, Bhubaneswar.

.. First Party—Management

And

Their Workman,
Shri Sarbeswar Mahakuda,
At Harapur, P. O. Janla, Dist. Khurda.

.. Second Party—Workman

Appearances :

Shri Maguni Ch. Sahoo

.. For the First Party—Management

Shri Sarbeswar Mahakuda

.. For the Second Party—Workman

AWARD

The Government of Odisha and E. S. I. Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following disputes for adjudication vide their Order No. 5266—IR (ID)-15/2013-LESI., dated the 4th June 2013 :—

“Whether the action of the Management of M/s Capital Steel Pvt. Patrapada, Bhubaneswar in terminating the services of Shri Sarbeswar Mahakuda with effect from the 30th August 2011 by way of refusal of employment is legal and/or justified ? If not, to what relief Shri Mahakuda is entitled to ?”.

2. Both the parties are present and filed a joint petition along with memorandum of settlement drawn up in form “K”. They submitted that they have settled the dispute out of the Court and has prayed to pass an award in terms thereof. The terms of settlement were read over and explained to the parties to which they admitted to be true and correct. The terms of settlement being fair is accepted. An award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

SAROJ KUMAR SAHOO
19-8-2014
Presiding Officer
Labour Court, Bhubaneswar

SAROJ KUMAR SAHOO
19-8-2014
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
M. NAYAK
Under-Secretary to Government

FORM - K

(See Rule - 64)

FORM OF MEMORANDUM OF SETTLEMENT

Memorandum of settlement, dated the 13th August 2014 between the Employer M/s Capital Steel Pvt. Ltd., Patrapara, Bhubaneswar and the workman Shri Sarbeswar Mahakuda, aged about 45 years, S/o Somanath Mahakuda, At Harapur, P. O. Janala, P. S. Jatani, Dist. Khurda.

Representing the Management

Shri Maguni Chandra Sahoo
aged about - 67 years,
The Employer
M/s Capital Steel Pvt. Ltd.,
Patrapada, Bhubaneswar.

Representing the Workman

Shri Sarbeswar Mahakuda
aged about - 45 years
S/o Shri Somanath Mahakuda
At Harapur, P. O. Janala, Dist. Khurda

SHORT RECITAL OF THE CASE

Whereas, the above named workman Shri Sarbeswar Mahakuda has raised an Industrial Dispute against his employer/management challenging his termination with effect from the 30th August 2011 as illegal and unjustified.

And

Whereas, the above dispute has been referred to the Hon'ble Presiding Officer, Labour Court, Bhubaneswar for adjudication and the same has been registered as I. D. Case No. 30/2013.

And

Whereas, during the pendency of adjudication of the above referred I. D. Case No. 30/2013, a discussion between the Employer M/s Capital Steel Pvt. Ltd., Patrapada, Bhubaneswar and the workman Shri Sarbeswar Mahakuda, aged about 45 years, S/o Somanath Mahakuda, At Harapur, P. O. Janala, P. S. Jatani, Dist. Khurda was held on the 12th August 2014 to settle the dispute in question and after a protracted discussion, both the management and the workman agreed to settle the dispute under the following terms and conditions :

TERMS & CONDITIONS OF SETTLEMENT

1. That, it is agreed between the parties that the workman Shri Sarbeswar Mahakuda will be paid a lump sum of Rs. 30,000 as his full and final settlement amount including all his claims in the I. D. Case No. 30/2013, gratuity, leave encashment etc.
2. That, it is agreed that the above full and final settlement of Rs. 30,000 shall be paid by the management to the workman Shri Sarbeswar Mahakuda in shape of cheque bearing No. 123989, dated the 13th August 2014 drawn on United Bank of India, Bhubaneswar Branch, Bhubaneswar in the premises of Labour Court, Bhubaneswar on the 13th August 2014 and the workman Shri Sarbeswar Mahakuda shall hand over the receipt of the above amount in token of acceptance.

3. That on receipt of the above full and final settlement amount of Rs. 30,000 both the parties shall file before the Presiding Officer, Labour Court, Bhubaneswar the memorandum of settlement along with a joint petition with the prayer for necessary order and award in view of the settlement.
4. That both the parties understand, agree and accept that, this agreement/settlement is amicable and with due volition and free from any influence and force from any corner and by virtue of the present settlement both the parties settled all existing as well as future demands/disputes and difference between the parties.
5. That the workman Shri Sarbeswar Mahakuda shall not raise any further dispute against the management challenging his termination and for consequential reliefs claim for gratuity, leave encashment etc. in future in view of the present settlement.
6. That both the parties understand, agree and accept this settlement as *bona fide* and amicable.

The settlement is signed on this day of 12th August 2014 in presence of the parties and witnesses.

Signature of Management Representative

Maguni Chandra Sahoo

Signature of the Workman

Sarbeswar Mahakuda

Signature of Witnesses

(1) Subrat Mishra, Advocate, Bhubaneswar

(2) Sidhartha Sankar Mohapatra

Plot No. 344/67, Brahmeswarpatna, Bhubaneswar.